

# EXHIBIT C

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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF CONNECTICUT

3

4 BROCK LESNAR, )  
plaintiff, )

NO: 3:05CV221(CFD)

5 vs. )

6 WORLD WRESTLING )  
ENTERTAINMENT, INC. )  
7 Defendant. )

September 15, 2005

8

9

HEARING

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450 Main Street  
Hartford, Connecticut

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B E F O R E:

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THE HONORABLE CHRISTOPHER F. DRONEY, U.S.D.J.

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A P P E A R A N C E S:

14

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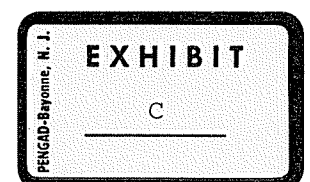
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Court Reporter :

Martha C. Marshall, RMR, CRR

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1 THE COURT: Good afternoon. This is the case of  
2 Brock Lesnar versus world wrestling Entertainment, Inc.  
3 It's our civil action number 3:05CV221.

4 If I have could have the appearances of counsel  
5 for the record, please.

6 MR. CENTRELLA: For the plaintiff, your Honor, my  
7 name is Scott Centrella from Diserio, Martin, O'Connor &  
8 Castiglioni.

9 MR. MCDEVITT: Your Honor, for the defendant, my  
10 name is Jerry McDevitt from Kirkpatrick & Lockhart.

11 MR. SCHWARTZ: I'm Daniel Schwartz, your Honor,  
12 from Day, Berry & Howard, also for the defendant in this  
13 action.

14 THE COURT: Thank you. And I have the defendant  
15 World wrestling Entertainment, Inc.'s motion to compel. Are  
16 we ready to proceed with that?

17 MR. MCDEVITT: We are, your Honor. I think  
18 Mr. Centrella filed something.

19 MR. CENTRELLA: I did. I filed a memorandum in  
20 opposition, your Honor, which I had Fed-Exed to your  
21 chambers this morning hopefully.

22 THE COURT: Yes, I got it. You also have a motion  
23 to seal too, right?

24 MR. CENTRELLA: The motion to seal was filed by  
25 Mr. McDevitt.

091505.txt

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1 MR. MCDEVITT: I think it was, your Honor. It was  
2 a protective order we agreed to and I think that was  
3 filed.

4 THE COURT: But I haven't entered it, right?

5 MR. CENTRELLA: I don't believe you signed off on  
6 the protective order.

7 THE COURT: So that I do have to make a finding of  
8 good cause for the protective order. So what I'm going to  
9 do is listen to what you have to say today, and then at the  
10 end of the hearing I can let you argue about whether those  
11 matters should be sealed. I don't see anybody else in the  
12 courtroom at this time.

13 MR. CENTRELLA: That's fine.

14 THE COURT: Are we ready to proceed then?

15 MR. MCDEVITT: We are, your Honor.

16 Your Honor, you've heard I gather some degree  
17 in --

18 THE COURT: Could you just pull that microphone  
19 over a little bit, Mr. McDevitt?

20 MR. MCDEVITT: Your Honor, what I thought might be  
21 helpful was to give a little bit of preview of our view of  
22 this case to set out the discovery issues.

23 In our view what this case is about, it's not as  
24 has been portrayed in summary judgment briefs, about  
25 post-employment restrictions contained in an employment

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1 agreement. What this is an attempt to do is to invalidate  
2 the explicitly stated material inducement given by  
3 Mr. Lester to my client in a settlement agreement that was  
4 reviewed both by him and his agent and Attorney David Olsen  
5 before signing. And the whole settlement agreement was  
6 necessary because of Mr. Lesnar's refusal to perform a  
7 contract that had been entered into in the year 2003. And  
8 there's really no serious question that that's what  
9 occurred.

10 THE COURT: That's because he went off to play  
11 football, right.

12 MR. MCDEVITT: Not because he went off to play  
13 football, but because he refused to honor the terms of his  
14 contract. He made it very clear that he wasn't going to  
15 perform and that he wanted to go play football. And the  
16 terms of that contract, where he refused to perform, I think  
17 are critical to understand the substantive settlement  
18 agreement. My client liked professional football, baseball.  
19 When they sign an athlete they sign them to exclusive  
20 contracts, personal service contracts. They perform  
21 exclusively for the WWE. And the WWE, in turn, invests a  
22 lot of money in promoting them and starring them and make a  
23 lot of money and hopefully drive ticket sales for my client.

24 The contract Mr. Lesnar signed and subsequently  
25 refused to perform granted worldwide, worldwide, exclusivity

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1 to his services and appearances at events or entertainment  
2 programs. It granted worldwide exclusivity for personal  
3 appearances and for performances in non-wrestling events.  
4 It granted worldwide exclusivity for merchandising rights to  
5 items incorporating his name and likeness and was for seven  
6 years, for which Mr. Lesnar received a guarantee of at least  
7 a million dollars a year plus royalties. So he had a  
8 guaranteed deal which was going to pay him seven million  
9 dollars in exchange for the exclusivities that I have  
10 mentioned to you.

11 when he breached the contract and indicated he  
12 didn't wish to perform it anymore, and there had been some  
13 problems with Mr. Lesnar before he indicated that he wanted  
14 to go off and play professional football, my client was in a  
15 position where it had numerous remedies available to it  
16 under the contract that it could have invoked. It had, for  
17 example, under the contract the right to suspend his  
18 performance for the length of Mr. Lesnar's non-performance  
19 and tack that on to the end of the contract. It had the  
20 right to forfeit any royalties that he would be due on the  
21 sale of merchandise explicitly under the terms of the  
22 contract. And it could have went to court, if necessary, to  
23 obtain an injunction against him performing for anybody else  
24 in violation of his exclusivity. Instead, what the parties  
25 did, much like they would do in a regular lawsuit, is they

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1 made a compromise. And what Mr. Lesnar agreed to do in this  
2 document we now know was reviewed by his counsel, David  
3 Olson, and turned over in the privilege log and we saw this  
4 and apparently had the advice of Mr. Olsen. In this  
5 settlement agreement, and that's what it is, Mr. Lesnar  
6 acknowledges and begins in the settlement agreement by  
7 acknowledging that the agreements that we're talking about  
8 were ones that obligated him to provide exclusive services  
9 to the WWE through the term of the contract which ended in  
10 June of 2010. That he had represented the reason he wanted  
11 this release was not so he could be free to go perform for  
12 our competitors or other people who do what we do, but  
13 solely to play professional football, and then agreed to  
14 honor the terms of this contract and comply with them if we  
15 agreed not to forfeit his royalties. And we continued to  
16 pay him the royalties he wasn't entitled to because of  
17 breach of contract. And he further agreed in this that  
18 through -- in paragraph 3B of this settlement agreement,  
19 that he would not license or otherwise grant any third party  
20 other than the NFL the right to exploit his name and  
21 likeness thereby honoring the exclusivity he had promised.  
22 And in paragraph 4A specifically said -- and paragraph 4A is  
23 the one that's in question -- that he acknowledges that  
24 WWE's consent from his obligation under the agreements was  
25 induced by his material representation that he has no

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1 intention of exploiting such early release in order to  
2 compete with WWE in the area of professional wrestling or  
3 sports entertainment events. And then he goes on in a  
4 covenant that he will honor that exclusivity through the  
5 expiration date of the original agreement. And further  
6 provides that if he violates that we suffered irreparable  
7 harm.

8 Now, Mr. Lesnar tried out for football. He didn't  
9 make it. There was some discussions thereafter where he  
10 tried to come back to the WWE, contrary to what was  
11 suggested in the brief, as you'll see. When he came back to  
12 the WWE, he came back wanting these ridiculous things that  
13 nobody would pay him, and he couldn't make a deal and he  
14 brought this lawsuit. Before this lawsuit was brought, and  
15 I think this is important, your Honor, in terms of what is  
16 the case or controversy here. In their summary judgment  
17 brief they have went to great length to sort of portray the  
18 WWE in a certain way. That this settlement agreement  
19 contains unreasonable broad restrictions in it that are  
20 being enforced oppressively by the WWE to the point where he  
21 can't, they say, do anything anywhere in the world to make a  
22 living. The results of him only making twelve thousand  
23 dollars a year is what they say in their brief. That's the  
24 character that they give this. And at page eleven of their  
25 brief, they say that we've threatened him such that he can't



091505.txt

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1 work anywhere in the world. That's not true. The only  
2 thing that happened before we came here today and before  
3 this lawsuit, the only thing we know of that Mr. Lesnar did  
4 or wanted to do that we have ever taken a position was when  
5 he went over to Japan, when he was trying to create a  
6 leverage for contract negotiations for his return, and  
7 appeared in New Japan Wrestling, in violation of his  
8 covenant not to compete.

9 Now, they use that in their brief to try to  
10 portray us as taking an unreasonable position. They say in  
11 their brief, at page ten of their summary judgment brief,  
12 they make their first statement about that position, about  
13 what he did in New Japan, to try to use it to show we're  
14 taking an unreasonable position under this agreement. They  
15 said, quote, Despite WWE's suspicions, Lesnar was not  
16 compensated for his attendance at a New Japan Pro Wrestling  
17 event in Tokyo which he attended as a spectator, end quote.

18 The next place they reference this episode is on  
19 page 27 of their brief where they say, quote, The absurd  
20 breadth of this restriction is most effectively illustrated  
21 by WWE's claim in this litigation that Lesnar was in  
22 violation of Section 4A of the settlement agreement when he  
23 flew to Japan and was seated in the audience and introduced  
24 as a spectator at a wrestling event put on by a Japanese  
25 firm in Tokyo.

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1           Last statement they make about this, page 27 of  
2   their brief, quote, As interpreted by WWE, he cannot even be  
3   seen in the audience of a competitor's event regardless of  
4   whether he's paid to be there, and then they put in  
5   parenthetical, Lesnar was not compensated, or whether he has  
6   consented to the use of his name and likeness on camera or  
7   otherwise, Lesnar did not consent to such use.

8           So they use his appearance in New Japan in their  
9   brief for the purpose of portraying a certain set of facts  
10   that is then used to portray our position as unreasonable  
11   and oppressive. We don't think any of what he has said here  
12   is true. We think it's categorically false. We think he's  
13   in possession of evidence that he knows it's false and we're  
14   to prove it's false.

15           THE COURT: But how is it relevant to the summary  
16   judgment issues?

17           MR. MCDEVITT: Well, I think it is relevant, your  
18   Honor. They're the ones that put it in there. They've  
19   raised the issues as a matter of interpretation.

20           THE COURT: But the general argument on paragraph  
21   4 of the settlement agreement is that it's too long in time  
22   and too far in geographical extent. That's basically it,  
23   right?

24           MR. MCDEVITT: It is. But this settlement  
25   agreement term whereby he honors the exclusivity

091505.txt

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1 agreement --

2 THE COURT: We're not arguing the summary judgment  
3 today. We're arguing what discovery could mean.

4 MR. MCDEVITT: I understand that.

5 THE COURT: What is relevant about that to your  
6 being able to oppose that summary judgment?

7 MR. MCDEVITT: Your Honor, it is -- the only issue  
8 before the court, I think, in terms of case or controversy,  
9 is whether or not that action violates or was within his  
10 understanding of what he was prohibited from doing or  
11 whatnot, what is his understanding of those prohibitions.  
12 He's trying to say in here he doesn't know the breadth, he  
13 doesn't know how they're going to be applied. And you can  
14 see he's arguing, geez, they're even saying this position I  
15 can't be a spectator in an event. We haven't taken that  
16 position. We've never taken that position. And we're  
17 entitled to show the court what he actually did to show how  
18 we interpret the agreement, that he interpreted it the same  
19 way. In fact, we think the reason he's making up this story  
20 about being a spectator is because he knows that what he did  
21 was within the intent of what he agreed to do and that this  
22 claim that he doesn't know how broad this is is just pretext  
23 frankly.

24 THE COURT: But have you answered my question?

25 MR. MCDEVITT: Well, I think so, your Honor. They

091505.txt

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1 also claim the restriction is so onerous that he can only  
2 make \$12,000 a year. How much did he make when he went over  
3 there to do this? They claim he wasn't paid. I mean, it's  
4 not plausible.

5 THE COURT: Now, we're talking about something  
6 that's relevant probably to the summary judgment motion  
7 which is does he have other sources of income, can he pursue  
8 other kinds of compensation. In the usual case that I have  
9 with the covenant not to compete is a salesperson for a  
10 company has particular geographical territories for that  
11 company, leaves, and has a covenant not to compete for a  
12 certain period of time in a certain area. And then the  
13 company comes in and shows why that scope of that  
14 geographical restriction is important to the company. And  
15 we try to figure out what is a reasonable restriction. If  
16 the company's business is in Connecticut, to restrict that  
17 business in Utah makes no sense, doesn't harm the company.  
18 we also look at the period of time. How long is it. How  
19 long it would take for the company to make up that loss of  
20 that employee. Those are the kinds of issues. I don't see  
21 how appearing at the New Japan event is really relevant to  
22 this, but I could be wrong about it.

23 MR. McDEVITT: Well, your Honor, I understand  
24 that's the judicial analysis post employment. Again, this  
25 is a settlement agreement. We do compete worldwide. His

091505.txt

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1 exclusivity was worldwide. This wasn't a man that just  
2 performed in Connecticut. We made him an international  
3 star. And when you make these people international stars,  
4 there's a lot of our competitors who want to pawn off the  
5 investment and bring them over and put them in their show  
6 and advertise that we have WWE stars. It's a legitimate  
7 interest and we will justify this when we get around to  
8 filing our summary judgment briefs of why we have these  
9 restrictions and these people are, in fact, our  
10 competitors.

11 In fact, we have reason to believe when Mr. Lesnar  
12 was at this show that he says he just walked in. And on the  
13 surface, your Honor, just ask yourself, a guy that's  
14 supposedly makes \$12,000 since he left, you're supposed to  
15 believe that he and his wife get on a plane, pay for it in  
16 their own money, travel over to Japan to attend a wrestling  
17 show in Japan where they just walk in as spectators, pay  
18 their hotel bill, pay all the costs over there and they're  
19 not compensated. Does anybody believe that?

20 THE COURT: That may be relevant as to whether he  
21 breached the agreement if it's found to be lawful, but I'm  
22 trying to figure out how much of this is relevant to the  
23 question of whether the agreement is reasonable both in  
24 terms of length and geographic scope. And you've said one  
25 thing that makes some sense to me, and that is his income.

091505.txt

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1 In other words, if I have that salesperson comes in and his  
2 income shows that he's making a lot of money through a  
3 different type of work, then it's not as unreasonable as it  
4 might otherwise be.

5 MR. MCDEVITT: It's also not accurate to tell the  
6 court that he's made twelve thousand dollars since he  
7 left.

8 THE COURT: That may be true. So we'll talk about  
9 the income restrictions. But the question is all documents  
10 concerning the settlement agreement, all documents  
11 concerning any communication concerning the settlement  
12 agreement with any person, all documents concerning any  
13 communication with any professional football team. Those  
14 may be legitimate areas of inquiry for general discovery in  
15 this case, but I'm trying to figure out where is the more  
16 restricted discovery that's appropriate for your responding  
17 to summary judgment.

18 MR. MCDEVITT: I think there's three categories.  
19 They say two. The money's one. We'll talk a little bit  
20 about it. New Japan, I put a stand alone issue. And then  
21 the third one is this notion that they constructed in their  
22 brief that what sports entertainment means is so broad that  
23 he can't even work as a commentator for ESPN and all the  
24 rest of that. When we drafted our discovery requests we  
25 followed what they said in the summary judgment brief itself

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1 to see what evidence there was on these points.

2 THE COURT: Let's go back to money for a second.  
3 You've asked for his income since 2000.

4 MR. McDEVITT: I don't need that. Really what --

5 THE COURT: Let me ask my questions.

6 MR. McDEVITT: I'm sorry, your Honor.

7 THE COURT: You've asked for 2000 to 2004. The  
8 settlement agreement is 2004, right?

9 MR. McDEVITT: Yes.

10 THE COURT: So you don't need that information any  
11 longer, between 2000 and 2004?

12 MR. McDEVITT: We're interested in his  
13 post-termination income.

14 THE COURT: Now we're talking. Now we're getting  
15 somewhere. We're making some progress.

16 And what about that information about New Japan?  
17 Aren't you looking for do you have any agreements with New  
18 Japan? Have you received any remuneration from New Japan?  
19 That might be relevant.

20 MR. McDEVITT: You mean the WWE?

21 THE COURT: Has Lesnar had those situations with  
22 New Japan. Would that address the issues you're looking  
23 for?

24 MR. McDEVITT: Well, yes, in the sense that we've  
25 asked for what was his arrangement when he went over there

091505.txt

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1 with New Japan.

2 THE COURT: We're getting closer.

3 MR. MCDEVITT: Did he get compensation? Was he  
4 paid to be there? We do not believe it's accurate to say  
5 that he went there as a spectator. And we don't think it's  
6 fair that he portray us as taking the kind of position that  
7 we're so unreasonable that we're saying this man can't even  
8 go be a fan. That's not what he did there, your Honor.  
9 We're entitled to prove what he did there. We're not taking  
10 unreasonable positions with this man. This is a man whose  
11 now breached two contracts with us. Two.

12 THE COURT: And all I'm trying to do is to address  
13 discovery so that you're able to respond to the summary  
14 judgment motion in a reasonable way and within a reasonable  
15 period of time. I'm not saying that later on in this case,  
16 if it continues, you won't be able to discover these other  
17 areas, what was he really doing at the event. But it seems  
18 to me that we can limit that. Does he have an agreement  
19 with New Japan, has he received any money from New Japan.  
20 What's the third area.

21 MR. MCDEVITT: I think when you ask for  
22 declaratory judgment, as I interpret the law, it's  
23 essentially conceded the court's equitable powers. If he's  
24 exercised self help and is going and doing things -- in  
25 fact, there's a rumor now he's supposed to appear in New



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1 Japan in October wrestling.

2 THE COURT: That deals with the issue of the  
3 remedy that's available here. So I'm just trying to tailor  
4 the summary judgment so you have a fair chance to respond to  
5 it. And if you're successful we'll move on to these other  
6 discovery issues. I'm just trying to figure out what you  
7 really need to fight off the summary judgment.

8 MR. McDEVITT: To us, the whole set of  
9 circumstances in New Japan, when we explain them to the  
10 court, one, gives proper context of our position on  
11 interpretation but, two, I think does go to whether he has  
12 clean hands sufficient to be asking the court for a  
13 declaration of equitable relief. The court may disagree  
14 with us when we put that evidence in. You may say, well, I  
15 don't think that gives him unclean hands. But they don't  
16 even want to give us access to the evidence in the first  
17 place to make our defense. Whether the court accepts it or  
18 you don't is the court's call. But to deny us to the right  
19 to get the evidence that we think we can use to explain to  
20 the court fully the whole set of circumstances surrounding  
21 this controversy seems to me to be wrong.

22 They say in their brief, for example, the income  
23 documents, they said we could ask him on all this. They  
24 don't dispute we can question him on all this.

25 THE COURT: Have you received the 2004 tax year

091505.txt

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1 1040 yet?

2 MR. McDEVITT: No.

3 THE COURT: It's going to be filed right around  
4 now I thought.

5 MR. McDEVITT: It was -- by his extension he was  
6 supposed to file three days after the original close of  
7 discovery. I don't recall what that was at the moment, but  
8 I haven't got it in answer to your question.

9 THE COURT: Why don't I hear from Mr. Centrella  
10 and see if we can narrow this down a little bit.

11 Mr. Centrella, what about the income issues since  
12 the time of the breach at least? I'm not saying there was a  
13 breach. At least for the time of the settlement agreement.

14 MR. CENTRELLA: I agree that income post entry of  
15 the settlement agreement between the parties is relevant,  
16 but limited to earned income. So to the extent that  
17 Mr. Lesnar is able to earn a meaningful income and there's  
18 evidence of that, that would certainly be relevant to the  
19 issues of summary judgment.

20 THE COURT: What are the other sources of his  
21 income in general?

22 MR. CENTRELLA: He has not earned any meaningful  
23 income since he left the WWE. There is about twelve  
24 thousand dollars, I believe, give or take a few dollars in  
25 income, a small amount of money that he got from the

091505.txt

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1 Minnesota Vikings for the short time that he was trying out  
2 for them.

3 THE COURT: You're talking earned income?

4 MR. CENTRELLA: That's earned income, yes. And a  
5 small amount from some other source I think related to that.  
6 He has not earned any other income.

7 THE COURT: What about unearned income?

8 MR. CENTRELLA: Unearned income? Well, he has  
9 probably some substantial unearned income. I mean, as the  
10 defendant argues, as Mr. McDevitt argues in his papers, we  
11 have produced -- first let me say all of the documents that  
12 we believe are necessary to show all of the income --

13 THE COURT: Why don't you answer my questions now  
14 too. I want to know what generally are the sources of his  
15 unearned income.

16 MR. CENTRELLA: He has investments. He for a  
17 number of years was earning very substantial income from the  
18 WWE. So he has some investments. We produced bank records  
19 from June 2003 through June 30, 2005 that show all of the  
20 deposits into his bank account. The substantial bulk of  
21 those are from the WWE, because he worked for the first  
22 quarter of 2004 and he continued to receive royalty income  
23 after that. The substantial bulk is from the WWE and they  
24 have records of that. But beyond that, he has personal  
25 loans from his -- I'm going to say his wife, but I'm not

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1 sure she is his wife -- his partner, and monies from  
2 investment income. And that is essentially it.

3 Now, our position is that that is not relevant to  
4 the inquiry here, because he would have that whether he was  
5 working for the WWE or working for some other professional  
6 wrestling organization or not. Those monies are derived  
7 from assets that he has. So we have provided all of the  
8 information that shows all the income that he has received  
9 since the date of the settlement agreement through June 30,  
10 2005. We can update it certainly.

11 THE COURT: In earned income?

12 MR. CENTRELLA: In all income, including earned  
13 income. And we provided W-2's and, I think, 1099 forms for  
14 the small amount of earned income he had. Our position --

15 THE COURT: Have you given the information about  
16 unearned income, though?

17 MR. CENTRELLA: We haven't given all the  
18 information about unearned income, your Honor, because we  
19 don't believe it's relevant to anything. And to have this  
20 man have to go through and provide documents pertaining to  
21 investments that he's had, you know, and the transactions  
22 involving those things is really not relevant. It's a  
23 substantial amount of documentation I would think that's not  
24 pertinent to anything here.

25 THE COURT: What about his 2004 tax return?

091505.txt

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1 MR. CENTRELLA: I believe he's on extension. He  
2 has not filed it yet. And certainly as soon as it's filed,  
3 we will produce it. I mean, I only learned in the context  
4 of this discovery process that he was on extension. I  
5 didn't previously know that.

6 THE COURT: Do you know when his extension  
7 expires?

8 MR. CENTRELLA: I don't, your Honor.

9 THE COURT: Does the unearned income, is that  
10 relevant to the reasonableness of the restrictions and the  
11 covenant not to compete?

12 MR. CENTRELLA: I don't believe it is. The  
13 unearned income is really a separate issue. The argument --  
14 the key point on the covenant not to compete is this man has  
15 an unusual set of skills. He's got a tremendous physical  
16 presence. He is a professional athlete in the sense and a  
17 professional performer. He's in his 20's. There's a very  
18 short life span for these kinds of people. If he were not  
19 doing this, sure, he could earn a living probably digging  
20 ditches, maybe working on a road crew. But he shouldn't be  
21 put to the point of having to do that to earn a living. And  
22 he can't earn the kind of comparable income that he earned  
23 at the WWE unless he can do something comparable to it. And  
24 he has a very short window of opportunity in order to do  
25 that.

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1           So I'm not sure if I'm answering your question.

2           THE COURT: I think you're doing the same thing  
3   that Mr. McDevitt was doing, you're arguing the merits of  
4   the case. We'll get to that. I'm not going to foreclose  
5   you from that. But I just wanted to see if we could reach  
6   some kind of understanding about what information should be  
7   disclosed. If we can't, I'll order it.

8           MR. CENTRELLA: I understand, your Honor, how it  
9   led into that. I don't think the unearned income is  
10   relevant, because investments and things that he did to  
11   provide for his future were done as a consequence of income  
12   he previously earned. The only question is whether relevant  
13   to the enforceability of the non-compete is whether or not  
14   he's capable of earning a comparable income, of pursuing his  
15   career. And the only thing that would reflect that would be  
16   earned income. I mean, if he's earned income from wrestling  
17   somewhere else, if he's earned income from some other sort  
18   of sports entertainment thing or, really, from any source,  
19   earned income would be relevant. I agree. But I don't  
20   think unearned income is.

21           THE COURT: What if he had investment in New Japan  
22   and was receiving some unearned income through that,  
23   wouldn't that be relevant, though, to his relationship with  
24   a competitor? I'm not saying he does. I have no idea. But  
25   could there be some unearned income that could be relevant?

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1           MR. CENTRELLA: Well, the question of the  
2 relationship with New Japan goes to whether or not he has  
3 breached the non-compete. And I've tried to make it pretty  
4 clear that our position is that's not on the table for  
5 discussion right now. What's on the table for discussion is  
6 is the non-compete enforceable as a matter of law. If it's  
7 not enforceable as a matter of law, whether or not he did  
8 things that would otherwise be considered a breach of the  
9 non-compete is a moot point. So if he had a relationship  
10 with New Japan where he was invested in the company, for  
11 example, that might technically be a breach of the  
12 non-compete. But, again, it's not on the table for  
13 consideration now, in our view, given the scope of the  
14 issues that have been raised by the summary judgment motion.  
15 Virtually all of the -- most of the documents that  
16 Mr. McDevitt is talking about pertaining to communications  
17 with other wrestling entities or other sports entertainment  
18 entities, that sort of thing, all of that goes to try to  
19 show that he briefed the non-compete, which we believe is  
20 not relevant to this inquiry.

21           So if he derived income, earned income, by  
22 working, that's relevant. I don't think investment income  
23 is.

24           THE COURT: What about the other areas that he's  
25 talking about, the New Japan information, for example.

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1 MR. CENTRELLA: Again, I think the only thing that  
2 would be relevant is if he earned income from New Japan.  
3 And we provided all of the information showing what income  
4 he has received. And when I say we have given it all, we  
5 have given it all. If there was a W-2 from New Japan or a  
6 1099 from New Japan, we would have produced it. Certainly  
7 Mr. McDevitt has every right to take as much time as he  
8 needs to ask Mr. Lesnar at deposition about the financial  
9 records we have produced.

10 THE COURT: Does he have any agreements with New  
11 Japan?

12 MR. CENTRELLA: He does not. Well -- he has been  
13 in communication with New Japan. He may have an agreement  
14 with them as of the present time.

15 THE COURT: Is that relevant?

16 MR. CENTRELLA: I don't think it is. Because,  
17 again, at the time he filed the lawsuit he certainly didn't.  
18 He has not worked for New Japan. And, again, it's only  
19 earned income that I think is relevant to this inquiry.

20 It may be relevant ultimately to whether or not he  
21 breached if your Honor doesn't agree with us that the  
22 non-compete is not enforceable, but that's not the issue  
23 before the court now. The issue before the court is whether  
24 or not the scope of this thing, given its scope, whether or  
25 not it's enforceable as a matter of law. And I would like



091505.txt

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1 to make one additional point on that.

2 There is actually a third aspect to it that we  
3 believe renders it unenforceable and that is the substantive  
4 scope. Mr. Lesnar worked as a professional wrestler for  
5 this organization, primarily in the United States, but as a  
6 professional wrestler. The scope of this thing extends to  
7 Ultimate Fighting and any other sports entertainment  
8 organization. If you think about the breadth of that it's  
9 pretty substantial. In my view, I guess he couldn't drag  
10 the rake around the infield at Yankee Stadium during the  
11 seventh inning stretch because that's sports entertainment.  
12 So it's the substantive scope also we claim is over broad.

13 THE COURT: Anything else you wanted to say, Mr.  
14 Centrella?

15 MR. CENTRELLA: As I said, I think we've given him  
16 everything that there is to give him pertaining to income.  
17 And if something else comes up as a consequence of the  
18 deposition that I'm not aware of, we would certainly produce  
19 anything that seems to be relevant as well. I don't think  
20 all the other stuff pertaining to documents or  
21 communications with New Japan or any other sports  
22 entertainment entity is relevant to this inquiry.

23 THE COURT: Go ahead.

24 MR. MCDEVITT: So to clear the record up, I think  
25 Mr. Centrella, when you were questioning him on New Japan

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1 indicated that whatever they had was produced. We got  
2 nothing on it. Nothing. Not one document on New Japan. In  
3 fact, he refused to produce any.

4 I'd like to address this issue of his unearned  
5 income. Unfortunately, your Honor, I think sometimes there  
6 is pretext. I'm not accusing Mr. Centrella. I want to be  
7 clear about that. Bank account records that we have been  
8 given here show voluminous transfers of money to Mr. Lesnar  
9 from Rena Mero. And I'll explain who that is. He was  
10 referring to the fiancée. Rena Mero was also at one point  
11 in the WWE a very prominent performer by the name of Sable.  
12 Your Honor may have heard of her. She was on the cover of  
13 Play Boy. You don't have to admit anything on that.

14 THE COURT: I've heard of her. I haven't seen  
15 her.

16 MR. MCDEVITT: That's who we're talking about.

17 When Mr. Lesnar went to New Japan she accompanied  
18 him. She's a celebrity in other own right. It's rather  
19 curious that right after this transaction lots of money  
20 being transferred from Rena Mero's account into Mr. Lesnar's  
21 account, which is now being represented to be a loan. I  
22 think we're entitled to probe whether that's really a loan  
23 or whether that's the way that they paid Mr. Lesnar money.  
24 Because knowing these two people, they are not going to go  
25 to New Japan on their own money for nothing. And the bank

091505.txt

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1 accounts show that.

2 All we have gotten on the so-called earned income,  
3 the only financial records we have gotten, tax returns for  
4 one year, W-2's, 1099's, and bank statements for  
5 Mr. Lesnar's LLC, Brock Lock LLC. And it's certainly true  
6 that the money that he got in the one year came from WWE.  
7 But it's equally true that there are hundreds of thousands  
8 of dollars running through those bank accounts from some  
9 source that did not come from the WWE. There hasn't been a  
10 single loan document produced. There hasn't been any kind  
11 of investment information. And, you know, your Honor, we'll  
12 show up for the deposition and I know what will happen.  
13 We'll ask Mr. Lesnar, now, that transfer there of \$50,000,  
14 what is it? I don't remember. Where do we go? We don't  
15 have the documents to prove any of this stuff. So if I'm  
16 entitled to question him on it, I ought to be entitled to  
17 have the source documents to prove what it is or refresh his  
18 recollection if he doesn't remember what it was.

19 But, again, we have received nothing about New  
20 Japan. If he now has a contractual agreement with them  
21 which apparently there's something going on, again, it shows  
22 he understands what this agreement's about, this  
23 interpretation of it.

24 Thank you, your Honor.

25 THE COURT: Anything else you wanted to say?

091505.txt

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1 MR. CENTRELLA: Yes, just briefly, your Honor.

2 Mr. McDevitt has noticed the young lady's  
3 deposition as well and I'm sure fully intends to examine her  
4 at length about anything pertinent to this case.

5 The financial documents, the bank records we  
6 produced were Brock Lock LLC, which is the vehicle through  
7 which Mr. Lesnar conducts all of his business. Any income,  
8 any earned income would be in that account.

9 I disagree with him when he says that not having  
10 all of these other records will somehow hamper his ability  
11 to ask questions. He continues to suggest that we are  
12 somehow hiding the ball here, that we're lying, we're being  
13 less than candid. And that Mr. Lesnar will walk into his  
14 deposition and lie through his teeth. I'm offended by that.  
15 There's a way we do these things. He can ask the questions.  
16 If there's something that does come out that's relevant we  
17 will provide it. I can commit to the court that we will  
18 provide it. But to have him say that he should provide any  
19 kind of loan documents, any kind of investment documents,  
20 it's a worthless, inappropriate fishing expedition. And I  
21 have a problem with it.

22 THE COURT: This is what I'm going to order, and  
23 we'll talk about the specifics of it. There seems to be  
24 four areas which I think Mr. McDevitt's entitled to.

25 First is, I do believe he's entitled to the

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1 records which show all income, both earned and unearned,  
2 since the date of the settlement agreement.

3 The second is any documents concerning New Japan.

4 Third is all agreements with any source for  
5 performing or engaging in sports since the date of the  
6 settlement agreement.

7 And last would be federal and state tax returns  
8 for the tax years 2003 and 2004.

9 Are there any questions about that?

10 Those are the areas I want produced.

11 MR. CENTRELLA: I'm sorry, your Honor. Could you  
12 just restate number three?

13 THE COURT: Sure. All agreements between  
14 Mr. Lesnar and any source for performing or engaging in  
15 sports.

16 MR. McDEVITT: Your Honor, just so we're clear,  
17 when you say sports, do you include professional wrestling  
18 within that?

19 THE COURT: I do. I'm sorry.

20 MR. McDEVITT: Thank you.

21 THE COURT: So that would be including  
22 professional wrestling.

23 Is there any lack of clarity there? Do you need  
24 any clarification?

25 MR. CENTRELLA: Your Honor, we have produced the

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1 2003 tax return. The 2004 has not been filed yet. When  
2 it's prepared and filed we will produce it certainly.

3 THE COURT: I'll tell you, you know, I'm sure  
4 you're not delaying it for any improper purpose, but I'm not  
5 going to have argument on the summary judgment until that's  
6 filed.

7 MR. CENTRELLA: I will talk to Mr. Lesnar's  
8 accountant since that's who we got the records from and find  
9 out the status of that is.

10 MR. McDEVITT: That shouldn't be an issues, unless  
11 they got another extension. I know when we looked at the  
12 extension, the extension is two or three days after the  
13 original end of discovery. So it should be getting filed.

14 MR. CENTRELLA: I hadn't focused on it, but I will  
15 definitely talk to the accountant and get it clarified.

16 THE COURT: So the motion to compel is granted and  
17 denied, in part, and the production is limited to those  
18 documents.

19 Anything else we need to clear up?

20 MR. CENTRELLA: Not from our perspective.

21 MR. McDEVITT: Do we need to adjust the deadlines  
22 for completion of discovery?

23 THE COURT: We probably do. How long do you think  
24 you need to get that information and then take the  
25 depositions?

091505.txt

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1 MR. CENTRELLA: You know, I don't have a sense how  
2 voluminous that information is. So I would ask probably, to  
3 be on the safe side, maybe 30 days to provide the  
4 documentation.

5 THE COURT: Is that all right with you?

6 MR. MCDEVITT: Fine.

7 MR. CENTRELLA: I hate to delay this, but I don't  
8 want to be in a position where I say two weeks and I can't  
9 get it all together.

10 THE COURT: So 30 days to produce.

11 MR. SCHWARTZ: In light of that timing, your  
12 Honor, may I suggest that the discovery deadline be extended  
13 to, say, November 30th, and that we then have until December  
14 31 to submit our opposition to plaintiff's motion for  
15 summary judgment?

16 THE COURT: How do you feel about that, Mr.  
17 Centrella?

18 MR. CENTRELLA: If it's consistent, and I think it  
19 is, with the time frames that were set forth in your  
20 original order, I don't think I have a problem with that.

21 THE COURT: So I'll order that too as well.

22 Last question I had for all of you is whether  
23 there's any purpose to having a settlement conference in  
24 this case with either me or a magistrate judge because, you  
25 know, even when you've done this discovery, you've argued

091505.txt

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1 the summary judgment, I usually take some time and try and  
2 figure out the answer to the summary judgment. So the  
3 chance of you getting as quick of a decision on this, Mr.  
4 Centrella, as you'd like or your client would like is  
5 difficult. So it would seem that since you have had some  
6 discussions in the past about this, maybe there's some hope  
7 that the parties could come together. I'm happy to try to  
8 set something up if you think there's any hope at all. If  
9 there's not, that's fine, we can just proceed on the summary  
10 judgment. But I've never seen a case in my time that's a  
11 slam dunk either way, to use a different sports metaphor.

12 MR. CENTRELLA: I wouldn't disagree with that,  
13 your Honor. I mean, from my perspective all I can say is I  
14 will certainly broach the topic with my client.

15 THE COURT: What do you think, Mr. McDevitt?

16 MR. MCDEVITT: Candidly, Mr. Lesnar and  
17 Mr. McMahon had personal meetings pursuant to our agreement  
18 that there would be settlement discussions. So I don't want  
19 to go into the substance of them. They didn't end in an  
20 agreement. We thought it would. And if Mr. Lesnar is now  
21 serious about planning to go to contract with New Japan,  
22 that's going to make it even worst. He is a unique athlete.  
23 We wanted to get him back. He is, unfortunately, a young  
24 man who doesn't honor his contract. So I don't think right  
25 now that it would be productive. I will ask my client, and



091505.txt

32

1 Mr. Centrella will, but we went down the route and it didn't  
2 get us anywhere.

3 THE COURT: How much time do you think you need to  
4 talk to your respective clients and know a little better?

5 MR. CENTRELLA: Couple of days, by the beginning  
6 of next week.

7 MR. MCDEVITT: It's easy for me, I just call  
8 Mr. McMahon. I'll just call him tomorrow and let the court  
9 know.

10 THE COURT: Maybe Monday, if you could both call  
11 me on Monday, sometime in the afternoon, I'll try to make  
12 myself available and talk about it.

13 MR. MCDEVITT: Do you want us to get on the phone  
14 and call you?

15 THE COURT: Yes.

16 MR. CENTRELLA: That's fine, your Honor.

17 THE COURT: Anything else that we should talk  
18 about then?

19 MR. CENTRELLA: I think we're all set.

20 THE COURT: Thank you all. We'll be in recess  
21 then.

22 (Recess.)

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1 C E R T I F I C A T E

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3 I, Martha C. Marshall, RMR, CRR, hereby certify  
4 that the foregoing pages are a complete and accurate  
5 transcription of my original stenotype notes taken in the  
6 matter of LESNAR V. WWE, INC., which was held before the  
7 Honorable Christopher F. Droney, U.S.D.J, at 450 Main  
8 Street, Hartford, Connecticut, on September 15, 2005.

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Martha C. Marshall, RMR, CRR  
Official Court Reporter.

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